

ATTACHMENT 4.14-B

To safeguard against excess payments and unnecessary or inappropriate utilization of care, and to assess the quality of the services, the following components comprise Ohio's system of utilization control:

Preadmission Review--performed by the department's Bureau of Community Services

Physician Certification and Recertification--performed by facility-based or attending physicians

Plan of Care--performed by facility-based physician or attending physician in conjunction with facility staff

Inspections of Care in SNFs and ICFs--Bureau of Resident Services

Utilization Review--facility staff and the department's Bureau of Resident Services and Division of Long Term Care Utilization Review Committee

OAC 5101:3-3-15 consists of a detailed explanation of policies/procedures for implementing these five components.

85-35
reca. 10/3/85
approved 10/21/86
eff. 7/1/85

Revised
9-9-86

OFFICIAL

State of Ohio

Utilization review in ICF's

The state agency has set up a system whereby the utilization review team performs the UR function in the Bureau of Medical Operations, Division of Medical Assistance for all ICF's and Title XIX only SNF's. The Plan of Care is the tool used to make the determination within 30 days of admission and every 180 days thereafter.

By contractual agreement, Medical Advances Institute and Health Resources Coordinating Services provide Independent Professional Reviews annually in all ICF's. In cases of necessity the state agency has the authority to substitute the more comprehensive independent professional review for the more limited purposes of UR.

St. Ohio To 3/26/76 Incorp. 9/15/76 Effective 7/1/75

JANUARY 1, 1984 to JUNE 30, 1984

AGREEMENT BETWEEN THE OHIO DEPARTMENT OF MENTAL RETARDATION
AND DEVELOPMENTAL DISABILITIES AND THE OHIO DEPARTMENT OF
PUBLIC WELFARE FOR PARTICIPATION BY THE OHIO DEPARTMENT OF
MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES

The following agreement is entered into by the Ohio Department of Mental Retardation and Developmental Disabilities and the Ohio Department of Public Welfare for the purpose of providing the maximum amount of coordination in the delivery of medical care and services to mentally retarded and developmentally disabled individuals. This agreement covers only the care and services provided under the Medicaid (Title XIX) program, and does not include medical services available under the general relief program.

I. DEFINITIONS

CWD	County Welfare Department
DEVELOPMENTAL CENTER	Residential facility operated by ODMR/DD
HHS	The United States Department of Health and Human Services
ICF/MR	Intermediate Care Facility for the Mentally Retarded
LOC	Level of Care
LTCF	Long-Term Care Facility
MR/DD	Mentally Retarded/Developmentally Disabled
ODH	Ohio Department of Health
ODMR/DD	Ohio Department of Mental Retardation and Developmental Disabilities
OPW	Ohio Department of Public Welfare
OPAM	Ohio Public Assistance Manual
REDUCTION	Reduction means reduction pursuant to 45 CFR 201 Subpart B

II. ODPW RESPONSIBILITIES

The following duties shall be performed by ODPW or the appropriate CWD:

A. Program Related

1. Determine eligibility of MR/DD clients on a timely basis according to appropriate provisions of the OPAM, the federal regulations, and the State Plan.
2. Recognize as Medicaid providers and execute provider agreements with certified facilities, or sections thereof, or individuals of the ODMR/DD which meet criteria to become Medicaid providers as specified in applicable federal regulations and the ODPW provider handbooks.
3. Provide the full range of medical services as identified in the State Plan for all eligible recipients covered under the agreement.

-11-80 84-19 Rec'd 08/16/84
Jan ☒ Approved 8/20/84 - Eff. 1/1/84
Mar ☐ Send ☐ Do not send
Att. _____ Date _____

Supersedes 83-3

4. For public ICFs/MR:
 - a. Ensure their inclusion in ODPW contract with ODH for Title XIX survey and certification of LTCFs.
 - b. Perform preadmission reviews to determine appropriate LOC for all Medicaid eligible residents who are placed in certified sections of public ICFs/MR.
 - c. Perform Utilization Review functions for public ICFs/MR according to federal regulations, the State Plan, and the LTCF rules.
5. Provide to ODMR/DD in a timely manner all material which is distributed to other providers who participate in the Medicaid program.
6. Include Medicaid eligible MR/DD individuals in the Buy-In Agreement with the Social Security Administration.
7. Transmit to the applicable ODMR/DD regional office adverse LOC determinations made by ODPW, or its designee, for appropriate relocation efforts and resource exploration, using procedures agreed upon by ODPW and ODMR/DD. Assure exchange of information between LTCFs, CWDs, and ODMR/DD regional offices.

B. Fiscal Related

1. For hospital services:
 - a. Specify in writing any changes for cost reporting format.
 - b. Accomplish payment by claiming in full the recognized per diem including federal and nonfederal shares and forwarding the federal reimbursement received to ODMR/DD.
 - c. Review cost reports of existing provider within 60 days of the filing date.
 - d. Review and revise, if necessary after satisfactory completion of the cost report, existing per diem rates to reflect updated cost data with an effective date of the latter of the certification date or July of prior fiscal year. This per diem will be in effect until the next annual cost report is filed and reviewed and a new per diem rate is established.
 - e. Make payments monthly on the basis of data supplied by ODMR/DD with transfer to funds occurring on or before the fifth work-day after the receipt of the data, unless by mutual agreement a later transfer is determined.

2. For ODMR/DD outpatient hospital activities:
 - a. Review outpatient UB-16 invoices as received and make appropriate payments to ODMR/DD within 30 days of receipt unless agreement to make later payment if reached.
 - b. Handle medical units in ODMR/DD in a manner consistent with other acute care hospital buildings; clients must be Medicaid eligible and units properly certified with independently developed and approved per diem costs.
3. For ICF/MR services provided by ODMR/DD developmental centers:
 - a. Specify any changes for cost reporting format.
 - b. Reimburse for services in accordance with the principles of reimbursement for provider costs under Part A of Title XVIII of the Social Security Act.
 - c. Assure county welfare department authorization of LTCF payments for MR/DD eligible residents. Use the computerized nursing home payment system to process claims and to generate the Disbursement Journal on a monthly basis. Transfer the federal share to ODMR/DD within five workdays of the run date on the Disbursement Journal.
4. For all other covered Title XIX services provided to Medicaid eligible residents of ODMR/DD developmental centers:
 - a. Process invoices from eligible providers for covered services based upon reimbursement criteria identified in relevant sections of the Medicaid handbook.
 - b. Submit vouchers for the appropriate state share of such payment to ODMR/DD for review and payment. State name of resident, provider name, type of service provided, date of service, amount paid, and date of payment on the voucher.
5. Reimburse ODMR/DD for relocation management activities based upon the sum of the number of units rendered, with the rate being subject to ODPW approval.
6. Decline to make payment for outstanding services if ODMR/DD refuses to provide records for an audit as specified in III (B)(2)(c) of this agreement.
7. Reimburse DDMR/DD for case management of Model 50 waiver recipients using federally approved rates.

III. ODMR/DD RESPONSIBILITIES

A. Program Related

1. Assist the residents in complying with all requirements of the OPAM and assist the CWD in determining eligibility of all residents.
2. Report to the CWD all admissions, discharges, transfers, deaths, regular income, resources, and days out of the facility for Medicaid eligible residents.
3. Make available to ODPW, or its designee, information and access to Medicaid eligible residents as required for utilization control purposes.
4. Accept LOC decisions made by ODPW, or its designee, in arranging placement from ODMR/DD developmental centers. Make no placement unless the LOC determined for the resident matches the certification of the receiving LTCF.
5. Provide relocation management responsibility for the following Medicaid recipients.
 - a. Individuals who are formally determined to need an ICF/MR level of care but are residing in a facility certified for ICF or SNF care. In this instance, an adverse determination will have been made by the department in accordance with rules 5101:3-3-14 and 5101:3-3-15 of the Administrative Code.
 - b. An individual formerly identified by the department as needing ICF/MR care who is determined, by the adverse determination process, to no longer need care in a SNF, ICF, or ICF/MR.
 - c. An individual whose level of care is ICF/MR as determined by the department and who requires relocation due to:
 1. decertification of a facility;
 2. altered certification of a facility resulting in noncertification for ICF/MR care;
 3. emergencies requiring immediate relocation (floor, building damage, fire, etc).

Maintain unit of service logs for relocation management activities provided to eligible residents.

6. Provide consultation to ODPW, upon request, by individuals knowledgeable about problems, needs, and treatment appropriate for MR/DD individuals.

7. Provide case management as provided in the approved Model 50 Waivers for identified MR/DD recipients.

B. Fiscal Related

1. For ICF/MR services provided by ODMR/DD developmental centers:
 - a. Complete required invoices monthly for the prior month's services or to correct payment errors for residents in ICF/MR certified areas of ODMR/DD developmental centers. Report third party payments to the CWD.
 - b. Monitor personal allowance in ICF/MR certified section of ODMR/DD developmental centers, according to ODMR/DD administrative rules.
 - c. Submit LTCF cost reports in accordance with ODPW rules for LTCFs.
2. For services other than ICF/MR:
 - a. Review vouchers from ODPW for the state share of payments made to Medicaid providers as specified in II (B)(4) of this agreement. Transfer funds to ODPW for valid items or services within 30 days of receipt of detailed vouchers.
 - b. Complete invoices and maintain records in accordance with the appropriate section of the Medicaid handbook for sections or individuals of ODMR/DD which are providers of Medicaid covered services other than ICF/MR services.
 - c. Maintain for a period of three years (or until the audit is completed and all exceptions resolved) records necessary to full disclose the extent of services provided by all providers. Make records available upon request from ODPW and/or HHS for audit purposes.
 - d. Process ODMR/DD outpatient hospital UB-16 invoices and submit them to ODPW for payment.
 - e. Submit monthly to ODPW invoices for relocation management based upon hourly rates developed from actual expenditures, with the rate being subject to ODPW approval.
 - f. Accept fiscal responsibility for federal fiscal disallowance for inadequate relocation management efforts as specified in III (A)(5) of this agreement.

IV. CONFIDENTIALITY

The confidentiality of all records and patient identification information shall be maintained in accordance with federal and state laws, and federal regulations and rules of each department.

V. FEDERAL REDUCTIONS

ODPW will immediately inform ODMR/DD in writing of any proposed federal reductions, and provide copies of the appropriate federal correspondence. The ODPW and ODMR/DD will work with each other in mutual cooperation to establish the state of Ohio's position with regard to any federal reduction in such a manner and within such a time as federal law requires to contest any reduction. ODMR/DD will be responsible for the federal share of Medicaid funds in the amount of federal reduction taken as a result of ODMR/DD's failure to comply with the terms of this agreement, existing state and federal regulations, and the Title XIX State Plan. ODPW agrees that no recovery of funds from ODMR/DD will be sought where responsibility for the reduction rests with ODPW or any other department, or other state entity.

In the event of reduction imposition by the federal government prior to the determination of the validity of the reduction, the reduction will be passed through to ODMR/DD until such time as the validity of the reduction is established. If it is established the reduction was not proper, ODPW shall restore the amount of the reduction upon the federal government's restoration of the amount of the reduction. If it is established that the reduction was proper and ODPW was in error, ODMR/DD shall absorb the reduction.

In the event that the federal reduction is deemed valid and ODPW determines that ODMR/DD was not at fault the funds withheld by ODPW will be forwarded to ODPW/DD.

VI. MISCELLANEOUS

A. Entire Agreement

The foregoing constitutes the final written expression of agreement between the parties. Prior inconsistent oral agreements are hereby superseded.

B. Effective Date

This agreement shall be effective from January 1, 1984 to June 30, 1984, and the parties agree that this agreement shall be for the purpose of making such revisions, modifications, or amendments as are mutually agreed by the parties hereto.

C. Extension

Upon mutual consent, stated in writing, this agreement may be renewed for a period not to exceed one fiscal year.

D. Partial Invalidity

A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of the agreement.

E. Amendments

This agreement may be modified or amended, said amendment to be in writing, signed by the parties hereto or their designed representatives.


F. Resolution of Disputes

In the event of any disagreement by or between the parties concerning the intent, construction, or implementation of this agreement, the parties agree to resolve their differences at the administrative level.

G. Termination

In the event that no federal funds are made available to carry out the purposes of this contract or the Title XIX program is otherwise no longer extant within the state during the term of this contract, the parties shall meet and agree to the timely termination of this agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.



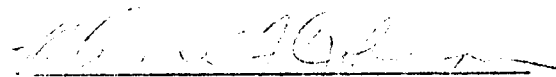
Director
Ohio Department of Public Welfare

5/14/84

Date



Witness



Director
Ohio Department of Mental
Retardation and Developmental
Disabilities

6-7-84

Date



Witness